

| <b>NEGOTIATED CONTRACT</b> (SUPPLIES AND SERVICES)  |   |
|---|---|
| REQUISITION OF OTHER PURCHASE AUTHORITY<br><br>2420   | CONTRACT/TASK ORDER NO.<br><br>81*A610400*000 |
| <b>ISSUING OFFICE</b>   |   |
| NAME<br><br>[Redacted Box]  | ADDRESS<br><br>[Redacted Box]                 |
| NA  | [Redacted Box]                                |
| CONTRACT FOR<br><br>Agency Compensation Study   | AMOUNT<br>\$ [Redacted Box]                   |
| <b>APPROPRIATION AND OTHER ADMINISTRATIVE DATA</b><br>Defense Order rating DO- A7<br>Certified under DMS regulation no. 1<br><br>Certification of the assigned DO rating on this Contract shall be as follows:<br>U.S. Government Classified Contract No.<br><u>81*A610400*000</u><br><br>Use of this DO rating is mandatory on all subcontracts and purchase orders over \$500.00  |   |
| This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have been made.<br><br>This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract and above named Contractor who is an <input type="checkbox"/> Individual, <input type="checkbox"/> Partnership, <input checked="" type="checkbox"/> Corporation, incorporated in the State of [Redacted Box] hereinafter called the Contractor.   |   |
| The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.<br><br>The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control. <b>General Provisions 1424A(1-81), 1424F(1-81)</b>   |   |
| The Contractor represents (a) that it <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.), (b) that it <input type="checkbox"/> has, <input checked="" type="checkbox"/> has not, previously been denied a Small Business Certificate by the Small Business Administration, and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder <input checked="" type="checkbox"/> will, <input type="checkbox"/> will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof. |   |
| IN WITNESS WHEREOF, the parties hereto have executed this contract as of <u>21 September</u> 19 <u>81</u> .   |   |
| <b>SIGNATURES</b> (Type or print all names under all signatures)  |   |
| [Redacted Signature Area]   |   |

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## SECURITY NOTE

NOTE: Contractor, if a corporation, should cause the following certificate to be executed under its corporate seal, provided that the same officer shall not execute both the contract and the certificate.

## CERTIFICATE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 \_\_\_\_\_ of the corporation named as Contractor herein; that  
 \_\_\_\_\_, who signed this contract on behalf of the Contractor,  
 was then \_\_\_\_\_ of said corporation; that said contract was duly signed for  
 and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
 (Signature) (Corporate seal)

## CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES

The Contractor represents: (a) that he ☐ has, ☒ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he ☐ has, ☒ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)

## TERMS AND CONDITIONS

1. SELLER'S INVOICES—Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, Order number (if any), Item number; contract description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Company, by John Smith, Secretary," "Treasurer," or as the case may be.

2. LABOR INFORMATION—Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc., may be obtained from Department of Labor, Manpower Administration, Washington, D.C. 20213.

3. DISCOUNTS: In connection with any discount offered, time will be computed from date of delivery of the supplies to

carrier when delivery and acceptance are at point of origin or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of those points, or from date correct invoice or voucher (properly certified by the Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.

4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.

5. GOVERNMENT-FURNISHED PROPERTY—No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.

6. AGENTS—Contracts signed by an agent must be accompanied by evidence of his authority.

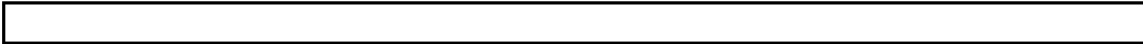
7. ALTERATIONS—Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.

8. MISTAKES—Contractors are expected to examine the drawings, specifications, circulars, schedule and all instructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

Contract No. 81\*A610400\*000

STATEMENT OF WORK:

The Contractor shall provide the necessary qualified personnel, materials and facilities to evaluate the Agency's existing compensation practices and recommend possible alternatives in accordance with the Contractor's proposal entitled "Technical Proposal for Compensation Practices Study" dated September 1, 1981, which is incorporated herein by reference and made a part hereof.

  
the Contractor shall:

25X1

- A. Review and analyze white collar pay practices,
- B. Identify any existing compensation problems; and, if indicated,
- C. Identify and recommend options for modifying the existing compensation systems.

PERIOD OF PERFORMANCE:

21 September 1981 through 31 March 1982

TASK PLAN:

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Phase A -

Task 1

Task 2

Task 3

Task 4

Task 5

Task 6

Phase B - Evaluation of Overall Compensation Plan

Task 7 Select and Price Benchmark and Non-benchmark Positions

Task 8 Analyze Pay Policies and Procedures

Task 9 Develop Alternative Pay System Options

Task 10 Recommend Appropriate Use of Special Authorities

Task 11 Develop Implementation Strategy

Task 12 Prepare and Present Final Report

DELIVERABLE ITEMS AND SCHEDULE:

A. Bi-weekly Status Reports shall be submitted to the Contracting Officer's Technical Representative (COTR).

B. Interim Reports: The Contractor shall develop, present and review with Agency personnel two written interim reports. The first interim report shall be delivered on or before 15 January

25X1

both reports to the Director of Personnel and various other committees as instructed by the COTR.

C. Final Report: The Contractor shall summarize its conclusions, recommended options and implementation strategy in a draft written report. The draft report shall be reviewed during an oral presentation meeting with the Director of Personnel. A final written report shall be prepared, reflecting the comments received on the draft report, and a final presentation of the study findings shall be made. The final written report shall be submitted on or before 31 March 1982.

CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE:

STAT

COMPENSATION/PAYMENT:

The Government shall compensate the Contractor for satisfactory performance hereunder on a Time and Material basis in accordance with Article 5, Section F, "Time and Material Provisions", attached hereto as follows:

A. LABOR:

Hourly T&M Rate

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Contract No. 81\*A610400\*000  
Page 3

FUNDS ALLOCATED:

For the purposes of this Contract a total amount of

[REDACTED]

performance of work as may be called for by the Government hereunder and the Contractor shall not be obligated to incur, nor shall the Government be obligated to pay any amounts in excess thereof, unless and until the Contracting Officer shall have notified the Contractor in writing that the total funds allocated have been increased. Such notification shall be in the form of an amendment to this Contract.

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INVOICE INSTRUCTIONS:

The Contractor shall include his Sponsor-approved mailing address on all invoices submitted for payment hereunder. All invoices shall be submitted in triplicate. Each invoice shall identify category of labor, rate per category, labor hours incurred and materials/ODC costs incurred.

AUTHORITY OF GOVERNMENT EMPLOYEES:

The Contracting Officer is the only employee of the Government authorized to enter into contract, amendments, or to direct changes pursuant to the "changes" clause or other clauses hereunder permitting equitable adjustments affecting the contract price. Consequently, the Contracting Officer is the only employee of the Government who is authorized to commit Government funds pertaining to the execution of this contract. Unless otherwise specified herein, no other employee of the Government has the authority to initiate a course of action affecting the price of this contract. Should any action by an employee of the Government other than the Contracting Officer imply a commitment on the part of the Government which would affect the price of this contract, the contractor must notify the Contracting Officer and receive his approval prior to proceeding. Otherwise, the contractor proceeds at his own risk.

SPECIAL SECURITY PROVISIONS:

It is agreed that the contractual relationship between the parties hereto shall be disclosed only on a need-to-know basis. Further, contractor's attention is directed to Form 1424A, Article 24 of the General Provisions entitled "Non-Publicity."

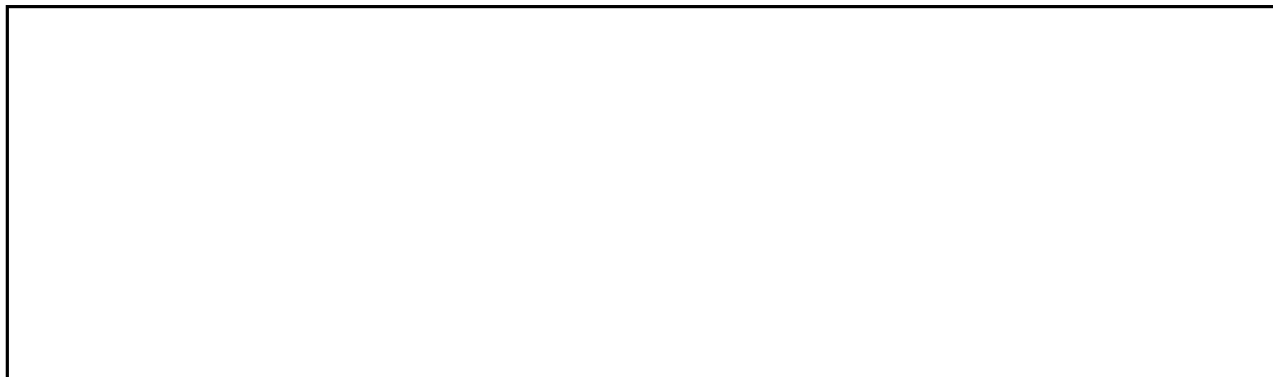
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The work to be performed under this contract, reports resulting therefrom, and a portion of the information utilized will

Contract No. 81\*A610400\*000

Page 4

SPECIAL SECURITY PROVISIONS: (Continued)



25X1

The attached Contract Data Classification Guide Sheet is incorporated into this contract.

CONTRACT EXECUTION PRIOR TO END OF FISCAL YEAR:

Execution of this contract, including required corporate certification, by a duly authorized official of your organization and prompt return to the issuing procuring activity is requested. This prompt action is important at all times for the reason that no payment may be made unless and until a fully executed copy of this contract is received by our payment office. Prompt action to execute and return specified copies of this contract becomes critical late in the Government's fiscal year (01 October - 30 September) because of the statutory requirement that the annual funds here involved may not be recorded as an obligation of the Government unless supported by documentary evidence that a binding agreement has been entered into prior to the end of the fiscal year will result in automatic withdrawal of this contract offer by the Government.

If the contract is fully executed and there is any possibility that the fully executed document may not reach the issuing procurement activity by COB on the last day of the fiscal year, the contractor shall provide notice by most expeditious communication that contract has been accepted and executed without qualification prior to the end of the fiscal year. The method of notice should be made in order of preference by TWX, Western Union Message, Mail-O-Gram, or telephone. In any event, the notice must be consistent with applicable security direction.

Contractor Towers, Perrin, Forster & Cross Contract No. 81\*A610400\*Q00Classifier's Employee No.                      Date 9/8/81 25X1CONTRACT DATA CLASSIFICATION GUIDE

| <u>Item (as applicable)</u> | <u>Maximum<br/>Classification</u> | <u>Source,<br/>Term and Reason<br/>(as necessary)</u> 25X1 |
|-----------------------------|-----------------------------------|--|
|-----------------------------|-----------------------------------|--|

I.

II.

III.

IV. Statement of the Critical Security Elements of Procurement (excluding association):

\*if this item is completed, this form must itself be classified when the contractor's name is added.

Customer                      ☐ Declassify or ☒ Review after9/21/81Classification when completed ☐ UNCLASSIFIED ☐ CONF ☐ SECRET ☐ SECRET